

**LUNA PARK SYDNEY X P&O**  
**Cruise Giveaway Competition**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the Prizes (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. **The Promoter is Luna Park Sydney A.B.N 39 102 907 184, 1 Olympic Drive Milsons Point NSW 2061.**
3. Entry is only open to NSW residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Promotion commences on Monday 21/08/2023 and final entries close at 11:59pm AEST on Thursday 21/09/2023 ("**Promotional Period**").
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
7. A limit of one (1) entry per person is permitted per valid entry mechanic, as outlined below.
8. Incomplete or indecipherable entries will be deemed invalid.

**How to Enter**

9. There are multiple entry points for this competition.
  - a) Complete the dedicated competition entry form on [lunaparksydney.com](http://lunaparksydney.com)
  - b) Active Annual Pass holders of Luna Park Sydney that have visited Luna Park Sydney in the past 6 months prior to the commencement of the competition period (since 21 Feb, 2023) and before the end of the promotional period on 21/9/23 will be automatically entered into the draw. They will be notified of this and eligible to complete the online competition form for a second (supplementary) entry.
  - c) Online ticket purchasers who purchase tickets to Luna Park Sydney will be automatically entered into the draw, provided they supply a valid email address at the time of purchase. Ticket purchasers are also eligible to receive an incremental entry on completion of the dedicated competition form.

All entrants who complete an online form will be signed-up to P&O's eDeals and marketing communications, as well as Luna Park Sydney marketing emails on submission of their form.

All eligible entries will be entered into the draw (the **Entry**).

## Prize Draw

10. There will be one (1) prize draw. The draw is a random draw (Game of Chance), managed by an approved OLGR Random Generator. The draw will take place at Luna Park Sydney, Level 3, 6a Glen St Milsons Point 2061 on Friday 22/09/2023 at 1:00pm AEST. All eligible entries received during the Promotional Period will be entered into the draw. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
11. The winners will be notified in writing via email within two (2) business days of the draw and their names will be published online at lunaparksydney.com and/or social media pages on or before Tuesday 26 September 2023.
12. The Promoter's decision is final and no correspondence will be entered into.
13. A draw for any Prize if unclaimed may take place on 03/10/2023 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing via email within two (2) business days of the re-draw and their name will be published online at lunaparksydney.com.au on 05/10/2023.

## Prize

14. One (1) winner will be drawn from all valid entries.
15. The prize for this competition will be issued to the one (1) verified winner.
  - 1 x 10-night cruise for up to four (4) people in an Owner's Suite room (grade OS) on V420 - Discover Vanuatu cruise departing 13 May 2024 from Sydney on Pacific Adventure, valued at \$9,500 (including GST).
  - Cruise prize includes:
    - a) onboard main meals (with the exception of those restaurants which have an additional cover charge) for up to four (4) people; and
    - b) selected onboard activities, evening entertainment and access to nightclubs (with the exception of those activities and facilities which have an additional cover charge) for up to four (4) people

Cruise must be booked by 31/10/2023.

- a. The Prize does not include flights and/or transfers to/from the winner's home to the departure port. The winner must depart from Sydney. Any costs associated with transport to/from the departure port will be the responsibility of the winner and will not be borne by P&O Cruises Australia. Shore excursions or other onboard activities, spending money, additional meals, taxes, insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
- b. Subject to the terms and conditions of the cruises, if for any reason a winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- c. The winner or their travelling companions must be over the age of 18. Alcohol consumption and gambling onboard are restricted to passengers aged 18 years of age or older.
- d. Each winner and their companions are responsible for ensuring that they have the necessary and valid travel documentation including, passports, any requisite visas and

vaccinations. The winner and travel companion will be responsible for any expenses incurred in obtaining necessary travel documentation, including any fines, or penalties incurred as a result of not having the requisite travel documentation. Itinerary to be determined by P&O Cruises Australia in its absolute discretion. A credit card imprint or cash deposit will be required from the winner at check-in in order to board the cruise ship, for all incidental charges.

- e. The Prize must be taken on the departure date of the cruise specified. The Prize is only available on this date and cannot be changed once the booking has been made. If the winner and travelling companions are, for whatever reason, unable to travel on this specific departure date, or do not take an element of the Prize within the time stipulated by P&O Cruises Australia then that element of the Prize will be forfeited by the winner.
- f. Standard terms and conditions of travelling with P&O Cruises Australia will apply, including any applicable age restrictions. See Booking and Travel Conditions at <https://www.pocruises.com.au/plan/how-tobook/book-travel-conditions> which passengers will be bound by.
- g. Vaccination requirements may apply. See <https://www.pocruises.com.au/plan/know-before-yougo/healthy-cruising> for more information. Guidelines are subject to change without notice and as such, the Prize may vary from the descriptions provided.
- h. P&O Cruises Australia reserves the right to refuse to allow a winner and/or his/her travelling companions to take part in any or all aspects of the Prize if it determines in its absolute discretion that a winner and/or his/her travelling companion are not in the mental or physical condition necessary to be able to safely participate in the Prize, or if they pose a risk to the safety and wellbeing of any other passenger.

- 16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the Prize, then the Prize will be forfeited and will not be redeemable for cash.
- 17. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
- 18. Total Prize pool value is AU\$9,500
- 19. The Prize is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.

### **General**

- 20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

23. The Promoter accepts no responsibility for any tax implications that may arise from the incentive. Independent financial advice should be sought.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in a Prize.
26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, with data to be used for marketing purposes ongoing for Luna Park Sydney of **1 Olympic Drive Milsons Point NSW 2061** and Carnival plc t/as P&O Cruises Australia, 465 Victoria Ave, Chatswood NSW 2067. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.lunaparksydney.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may access, update or correct their PI, and how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' PI to entities overseas (for a list of the countries, see the Promoter's Privacy Policy).
27. P&O Cruises Australia will collect PI to be used for marketing purposes and administering the Prize. P&O Cruises Australia will collect, use, disclose and store entrant details (including personal information) in accordance with P&O Cruises Australia's Privacy Policy found here: <https://www.pocruises.com.au/business/privacy-policy>.
28. This promotion is game of chance operating in NSW only. Due to prizing value a NSW TPL is not required for this promotion. More details available here <https://www.service.nsw.gov.au/transaction/apply-trade-promotion-gaming-authority#eligibility>. **MINIMALS to be present on all instances where the prize and entry mechanic are communicated together.**

\*Terms and conditions apply, available at [lunaparksydney.com](https://lunaparksydney.com). Entry only open to NSW residents aged 18+. Entrants will be compliantly opted-in to receive marketing materials from Luna Park Sydney and P&O Cruises Australia by entering this competition via the competition entry form. Total prize pool valued at AU\$9,500. Winners drawn 22/09/2023 at Luna Park Sydney and published 26/9/23 at [lunaparksydney.com](https://lunaparksydney.com). The Promoter is Luna Park Sydney A.B.N 39 102 907 184, 1 Olympic Drive Milsons Point NSW 2061.